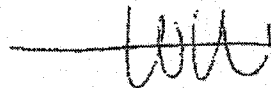


CORPORATE RESOLUTION

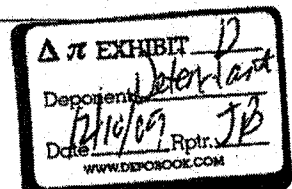
Be it Resolved that the attached list of candidates are employees of **GMAC Mortgage LLC**, a Member of Mortgage Electronic Registration Systems, Inc. (MERS), and are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- (5) take any and all actions and execute all documents necessary to refinance, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 17th day of July, 2003, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.



William C. Hultman, Secretary



GMACM 0012

Residential Funding Company LLC, Homecomings Financial LLC, GMAC

Mortgage, LLC & GMAC Mortgage (Home Equity)

ORG ID 1000440, 1000474, 1000375, 1000626

Mortgage Electronic Registration Systems, Inc.

Certifying Officers

Updated 02/11/2009

- ACIERNO, Terri
- AGUILAR, Jose
- ARIANO, Pamela
- ARNDT, Chris
- AVILA, Gina
- BAKER, Fern
- BALARA, Lorraine
- BASHMAKOV, Steve
- BENDER, Michael
- BIRCKETT, Marnessa
- BOCHNIAK, Jeanette
- BORSE, Beth
- BOUCHARD, Christie
- BOWSER, Diane
- BROUGHTON, Sandy
- BROUWER, Jenny
- BRYCE, Lins
- BUCKLEY, Gregg
- BUCOLO, Rita
- BUSEMAN, Judy
- BYRNE, Becky
- CALLAHAN, Robin
- CARI, CAROLYN
- CARLSON, Jeffrey P
- CARLSON, Nancy L.
- CARLSON, Richard J.
- CARMODY, Robin
- CARMOUCHE, Marvell
- CAYA, Kristi M
- CHAMBERS, Kim
- CHAPMAN, Carol
- CHIEFFE, Debra
- CHIODO, Dave
- CLARK, Jim
- CLAYTON, Tara
- COLGAN, Rebecca
- COOK, Karen
- CORDOVA, Julie
- CRAWFORD, Cathy
- CRECCO, Kevin
- CUNNINGHAM, Dave
- CURRY, Michael

GMACM 0013

- DANEKAR, Nanci
- DAY, Vickie
- DELFS, Jody
- DIAN, Mike
- DOHERTY, Kathleen
- DOUGHERTY, Laurie
- DOWNING, Erica
- DUNCAN, Ryan
- DURANT, Ronald
- EADS, Shirley
- FABER, Judy
- FITTON, Donna
- FLANAGAN, Sean
- FLEMING, Marion
- FROST, Barb
- FURRICK, Laura
- GACEK, Sarah
- GAMBREL, Judi
- GERHART, Alana
- GONZALES, Alma
- GOWEN, Kathleen
- GRAHAM, Kelly
- GREEN, Steven Y
- HAMMOND, Denise
- HARKNESS, Donna
- HEBLING, Michael
- HER, May
- HERMAN, Jim
- HILLEN, Dave
- HORA, Bob
- HORAN, Teddi
- HORN, Robert L.
- INGAMELLS, Vickie
- INOUE, Cassandra
- JENKINS, Andrea
- JOHNSON, Ashley
- JOHNSON, Mary B.
- JORDON, Peggy
- KASTLI, Rhonda
- KELLEHER, Patricia
- KELLY, Ryan
- KERR, Bryan
- KERR, John
- KINNUNEN, Sandy
- KOVACS, Patti
- KRAMER, LeeAnne
- KWAITANOWSKI, Margie
- LaFRANCE, Diane
- LAMBENGCO, Patricia
- LILE, Beth

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GMACM 0014

- LOCKWOOD, Marie
- LOWE, Stephanie
- LUCKEY, Todd
- LUSZCZ, Michele
- MADDEN, Frank
- MAGNUSON, Lisa
- MAGUIRE, William
- MAND, Michael G
- MARRONE, Janet
- MAXWELL, Mary
- MAYALL, Christopher
- MCCLAIN, Patrick
- MCGRATH, Mary
- MCLAUGHLIN, Hattie
- MCMORROW, Len
- MCNALLY, Noel
- MEAD, Michael
- MEIER, Susan
- MICHAEL, Pamela
- MILLER, Helen
- MILLER, Linda
- MOONEY, Nancy
- MOORE, Joanne
- **MORGAN, Ruth**
- MURRAY, Patricia
- **NIEDERT, Ginny**
- O'DONNELL, Colleen
- ORINGER, Mitchell
- ORTEGA, Clothilde
- PECK, Dawn
- PELLETIER, Bonnie
- PELOQUIN, Patte
- PENSABENE, Joseph
- PERKINS, Kenneth R.
- PETERS, Jennifer
- PETERSON, Charity
- PETTY, Joyce
- PUENTES, Erika
- QUARESIMA, Beverly
- RAMIREZ, Antonia
- RENZI, Anthony N
- RAVELO, Myron
- RICHARDS, Scott
- RIVERA, Jose
- RIZZO, BILL
- ROSATO, Paula
- SANDERS, Kendall
- SANDOVAL, Cindy
- SANDOVAL, Dianna
- SCIARRINO, Josephine

GMACM 0015

- SCOTT, Stephanie
- **SIMON, Jenee**
- SIESS, Laura
- SMITH, Jeanne
- SOLANO, Rosalie
- SPICER, Joseph
- STEPHAN, Jeffrey
- STIRES, Richard
- **SWITZER, Rachel**
- TAYLOR, Mary
- TAYLOR, Patricia C.
- TOROK, Keith
- TORRES, Aixa M.
- TWINING, Deb
- UGWUADU, Kenneth
- VALERIUS, Donna
- VECCHIO, Jason
- VOLLMER, Janet
- WALTON, Linda
- WATSON, Lisa
- WESLEY, John
- WESTERBERG, Rebecca
- WIGHT, Joanne
- WILLIAMS, Cathy
- WILLIAMS, Paul
- WILSON, Kristine
- WINBAUER, Mary
- WIRTZ, Rebecca
- WRIGHT, Betty
- WOODS, Danielle
- YAMOA, Janine
- YERANOSIAN, Elizabeth
- ZINDLER, Stephen

GMACM 0016

600312199

600312199

NOTE
NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

February 19, 2002
(Date)

Boca Raton
(City)

FL
(State)

9640 Southwest 1st Place, Boca Raton, FL 33430

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$87,720.00 (This amount is called "Principal"), plus interest, in the order of the Lender. The Lender is MORTGAGE INVESTORS CORPORATION.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on April 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2032, I will owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 6030 CENTRAL AVENUE, ST. PETERSBURG, FL 33707

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 554.46

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier.

277815

FLORIDA FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Revised for Veterans Affairs

Form 3210 1/01

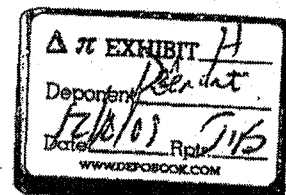
Amended 8/00

GOVERNMENT

NEW MORTGAGE FORMS - (2001-12-31)

Page 1 of 2

ADAM



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

277815

GMAC MORTGAGE, LLC

CERTIFICATE OF ASSISTANT SECRETARY

I, Carolyn B. Traczykiewicz, Assistant Secretary of GMAC Mortgage, LLC (the "Company"), hereby certify that the following is a true and correct copy of the resolution(s) adopted by the Board of Directors of the Company by the Unanimous Written Consent dated December 6, 2007, which resolution(s) I certify to be in full force and effect on the date hereof.

RESOLVED, that instruments, documents, or agreements relating to or affecting the property or business and affairs of the Company may be executed in its name, with or without its corporate seal, by the persons hereinafter designated. For the purpose of this Resolution, the terms "Executive Officer," "Senior Officer," and "Junior Officer" are defined as follows:

"Executive Officer" shall mean the President, Chief Financial Officer, Treasurer, or Secretary of GMAC Mortgage, LLC ("GMACM") or Residential Funding Company, LLC ("RFC").

"Senior Officer" shall mean any Executive Vice President, Senior Vice President or Vice President of GMACM or RFC or any Senior Managing Director of Residential Capital, LLC.

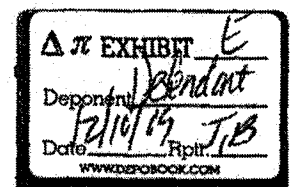
"Junior Officer" shall mean any Assistant Vice President, Assistant Treasurer, Assistant Secretary, or Limited Signing Officer of GMACM, or any Director, Assistant Treasurer, Assistant Secretary or Limited Signing Officer of RFC

1. Any Executive Officer, acting alone, may execute:

- a) Deeds and conveyances of any real or personal property.
- b) Leases of any real or personal property.
- c) Any other instruments, documents, or agreements which may be found necessary, proper, or expedient to be executed in conducting the business of the Company, *specifically excluding* any instruments, documents, or agreements for the borrowing of money and/or the transfer of securities.
- d) Any and all instruments, documents, or agreements that a Senior Officer is authorized to execute pursuant to this Resolution.

2. Any Senior Officer, acting alone, may execute:

- a) Deeds and conveyances of any real or personal property for a consideration of \$300,000.00, or less.
- b) Any endorsements of mortgage notes and/or assignments or assumptions of security instruments (mortgages, deeds of trust, security deeds, etc.), allonges to notes, lost note affidavits, and note endorsements relating to real estate loans held by the Company, either in its own behalf or in a fiduciary or agency capacity.



- c) Full or partial releases, subordinations, satisfactions and modifications of security instruments (mortgages, deeds of trust, security deeds, etc.), certificates of redemption, and assignments of sheriff's certificates.
- d) Loan and/or loan servicing acquisition agreements and loan and/or loan servicing sale agreements, including participation agreements and participation certificates, broker agreements, commitment letters with customers, indemnification agreements, workout agreements and settlement agreements.
- e) Any and all instruments, documents, or agreements relating to an individual loan closing, including, but not limited to, matters relating to the application for HUD insurance, private mortgage insurance, or a VA loan guarantee.
- f) Any Power of Attorney as the officer deems necessary or appropriate for the transaction of business on behalf of the company.
- g) Any agreements with outside contractors or vendors for goods or services.
- h) Licenses (as necessary) under applicable state laws or regulations.
- i) "Doing Business" qualification forms or annual reports.
- j) Computer technology leases, contracts or agreements and related services, including consulting agreements.
- k) Any and all instruments, documents, or agreements that a Junior Officer is authorized to execute pursuant to this Resolution.

3. Any Junior Officer, acting alone, may execute:

- a) Any endorsements of mortgage notes and/or assignments or assumptions of security instruments (mortgages, deeds of trust, security deeds, etc.), allonges to notes, lost note affidavits, and note endorsements, but only if such instruments, documents, or agreements (i) relate to one-to-four family real estate loans held by the Company, either in its own behalf or in a fiduciary or agency capacity, and (ii) are intended to transfer beneficial interest to Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, GMACM or RFC, Bond agencies, private investors and/or home equity securitizations.
- b) Full or partial releases, satisfactions, subordinations, and modifications of security instruments (mortgages, deeds of trust, security deeds, etc.), certificates of redemption, and assignments of sheriff's certificates, but only if such instruments, documents, or agreements relate to one-to-four family mortgage loans held by the Company, either in its own behalf or in a fiduciary or agency capacity.
- c) Deed under Power, Substitution of Trustee, Special Warranty Deeds, Assignments, General Warranty Deeds, Grant Deeds, Allonges, Assignments Affidavits, Loss Assignment Affidavits, Forbearance Agreements, Quit Claim Deeds or any other instruments, documents, or agreements which may be found necessary, proper, or expedient to be executed in connection with foreclosure proceedings or REO property sales in which the Company is involved as owner, mortgagee or in a similar capacity

- d) Any documents relating to mortgage origination, consolidation, extension and modification agreements that require a signature of lender.
4. In addition to the foregoing, the Board of Directors or any two Executive Officers, one of whom must be the Chief Financial Officer of the Company, may, by filing a written authorization with the Secretary of the Company, designate any person, whether an employee of the Company or not, to execute on behalf of the Company such instruments, documents, or agreements as are specified in such written authorization, *specifically excluding* any instruments, documents, or agreements for the borrowing of money and/or the transfer of securities. Any person so designated in such written authorization shall have such authority as is specifically set forth therein. Revocation of any such authority, in whole or in part, shall likewise be filed with the Secretary.
5. In addition to the foregoing, The Secretary of the Company, may, by filing a written authorization with the Company, designate any associate of the Company as a Limited Signing Officer, to execute on behalf of the Company such instruments, documents, or agreements as are specified in such written authorization, *specifically excluding* any instruments, documents, or agreements for the borrowing of money and/or the transfer of securities. Any person so designated in such written authorization shall have such authority, in whole or in part, shall likewise be filed with the Secretary.
6. The above stated documents may be executed by any authorized person as stated in the foregoing resolution when bearing or purporting to bear the signature of such person in facsimile form. All documents signed prior to the date of this Resolution in facsimile format are hereby ratified, and affirmed.
7. The Secretary shall designate by name any Assistant Secretary who is authorized to execute corporate certifications for this Company, and shall file such designation in the Company record books.

I further certify that the following are duly elected, qualified, and acting officers of GMAC Mortgage, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and that they are now serving in the official capacity as set forth opposite their names.

Jose Aguilar	Limited Signing Officer
John Albor	Vice President
Allan Anderson	Vice President
Heather Anderson	Limited Signing Officer
Jonathan P. Andrews	Assistant Secretary
Tanya N. Anthony	Limited Signing Officer
James Aretakis	Assistant Treasurer
Gina Avila	Limited Signing Officer
Michael Baker	Vice President
Lorraine Balara	Limited Signing Officer
John W. Ballard	Assistant Vice President
Kathleen Balsamo	Limited Signing Officer
Michael Bender	Limited Signing Officer
Leslie Benner	Vice President
Ryan L. Bennett	Assistant Vice President
Hu Benton	Assistant Secretary
Jeannette McWay Berkshire	Limited Signing Officer
Marnessa Birckett	Limited Signing Officer

Jeffrey Blaschko	Limited Signing Officer
Sanford J. Blitzer	Vice President
Lori Blue	Vice President
Jill Bohlken	Vice President
Patricia Bollard	Limited Signing Officer
Heather Bollinger	Limited Signing Officer
Beth Borse	Limited Signing Officer
Christie Bouchard	Limited Signing Officer
Margaret Boucher	Vice President
Diane L. Bowser	Senior Vice President
Michele Bradford	Limited Officer for Real Estate Documents
Kevin A. Brandstetter	Assistant Vice President
Linda Breese	Limited Signing Officer
Laurie Brent	Senior Vice President
Katie Brewer	Limited Signing Officer
Jennifer Brooks	Limited Signing Officer
Sandy Broughton	Limited Signing Officer
Jenny Brouwer	Limited Signing Officer
Carla Brown	Limited Signing Officer
Rita Bucolo	Limited Signing Officer
John Bunnell	Senior Vice President
Judy Buseman	Limited Signing Officer
Thomas K. Cahill	Vice President
Jennifer Cain	Limited Signing Officer
James Callan	Limited Signing Officer
Brian Cantrall	Assistant Vice President
Carolyn Cari	Limited Signing Officer
Carolyn Cari	Vice President
Robin Carmody	Limited Signing Officer
Marvell Carmouche	Limited Signing Officer
William Casey	Senior Vice President
Vincent Castillo	Limited Signing Officer
Lisa Cavacini	Limited Signing Officer
Kevin Cavanaugh	Vice President
Kris Caya	Limited Signing Officer
Carol Chapman	Limited Signing Officer
Debra Chieffo	Limited Signing Officer
David A. Chiodo	Limited Signing Officer
James L. Clark	Vice President
Tara Clayton	Limited Signing Officer
Tina Clemens	Limited Signing Officer
Richard A. Codair	Vice President
Alan Cohen	Assistant Vice President
Rebecca Colgan	Limited Signing Officer
Corine Collins	Limited Signing Officer
Joseph Conway	Assistant Vice President
Karen Cook	Limited Signing Officer
Edward Cooper	Assistant Vice President
Linda M. Corrigan	Vice President
Alan Craib	Vice President

Cathy Crawford	Limited Signing Officer
Donn W. Culver	Vice President
David Cunningham	Limited Signing Officer
Michael Curry	Limited Signing Officer
Maryann P. Daley	Vice President
Patricia Damon	Limited Signing Officer
Nanci Dancker	Limited Signing Officer
William L. Davis	Assistant Vice President
Vickie Day	Limited Signing Officer
Natalie DeLaurentis	Limited Signing Officer
Chad Delfs	Limited Signing Officer
Jody Delfs	Limited Signing Officer
Karen L. Derrick	Vice President
Darryl Derwort	Assistant Vice President
Joseph A. DeStasio	Vice President
Vince DiFiglia	Vice President
Michael D. Doering	Limited Officer for Real Estate Documents
Kathleen Doherty	Limited Signing Officer
Stacey Dolan	Vice President
Tom Donatacci	Senior Vice President
Marie Dress	Limited Signing Officer
Patrick Drexler	Limited Signing Officer
Ellen T. Duncan	Assistant Vice President
Gerald Dunleavy	Limited Signing Officer
Ken Dunneback	Assistant Vice President
Theresa Edgil	Limited Signing Officer
Joanne Eisensmidts	Limited Signing Officer
Rodger Ericson	Limited Signing Officer
Sue Evert	Limited Signing Officer
Thomas Evich	Vice President
David Facc	Vice President
Mary Tyson Fallon	Limited Signing Officer
Kathleen Famon	Vice President
Paul L. Fein	Senior Vice President
John C. Felice	Vice President
Alberto Fernandez	Assistant Vice President
Sandra G. Fernandez	Vice President
James Ferriter	Executive Vice President
Kathleen Finnegan	Limited Signing Officer
Donna Filton	Limited Signing Officer
Sean Flanagan	Limited Signing Officer
Ralph T. Flees	Controller
Mark Fleming	Vice President
Barb Frost	Limited Signing Officer
Mary Fuller	Assistant Vice President
Laura Furrick	Limited Signing Officer
Gwyn Gabaly	Limited Signing Officer
John M. Gaglia	Assistant Vice President
Judi Gambrel	Limited Signing Officer
Patricia A. Gardino	Limited Signing Officer

Alana Gerhart	Limited Signing Officer
Lisa M. Gess	Executive Vice President
Rose Mary Gibbons	Limited Officer for Real Estate Documents
Lynn Giuffre	Senior Vice President
Carol Goebel	Limited Signing Officer
James B. Goldstein	Assistant Vice President
Kathleen Gowen	Limited Signing Officer
Kelly Graham	Limited Signing Officer
Lynn Grasso-Moon	Vice President
Joseph Gray	Limited Signing Officer
John Gray	Executive Vice President
Steven Green	Limited Signing Officer
John P. Gregori	Assistant Vice President
Scott Griffith	Vice President
Elliott Grumer	Senior Vice President
Rebecca Hahn	Vice President
Aly Hajee	Limited Signing Officer
Francis Hallinan	Limited Officer for Real Estate Documents
Ralph J. Hall	Executive Vice President
Sheri D. Hall	Limited Signing Officer
Donna Harkness	Limited Signing Officer
Christine Hasson	Vice President
Robin Hawley	Vice President
Luke S. Hayden	Executive Vice President
Michael Hebling	Limited Signing Officer
Christopher Blake Herring	Vice President
David Hillen	Vice President
Patricia L. Hobbib	General Counsel
Carl Hochreiter	Limited Signing Officer
Charles R. Hoecker	Senior Vice President
Robert E. Hora	Vice President
Norma House	Limited Signing Officer
Elizabeth Hummel	Limited Signing Officer
Carol Huseman	Limited Signing Officer
Cassandra Inouye	Limited Signing Officer
Javid Jaberi	Senior Vice President
David Jacobson	Assistant Vice President
Timothy Jacobson	Limited Signing Officer
Anne M. Janiczek	Assistant Secretary
Andrea Jenkins	Limited Signing Officer
Paul P. Jensen	Assistant Vice President
Ashley Johnson	Limited Signing Officer
Amy E. Johnson	Assistant Vice President
Diane Johnson	Limited Signing Officer
Erika Johnson	Limited Signing Officer
Mark W. Johnson	Assistant Vice President
James G. Jones	Chief Executive Officer
James G. Jones	Chairman
James G. Jones	Board of Directors
James G. Jones	President

Michael Kacergis	Limited Signing Officer
John Kane	Assistant Vice President
Rhonda Kastli	Limited Signing Officer
Robert Keaton	Vice President
Deanna Keith	Vice President
Patricia Kelleher	Limited Signing Officer
Brian Kelley	Vice President
Elizabeth T. Kelly	Assistant Treasurer
Ryan Kelly	Limited Signing Officer
Bryan Kerr	Limited Signing Officer
John Kerr	Limited Signing Officer
Leon Kerr	Limited Signing Officer
Linda Kimble	Limited Signing Officer
Deborah Knotts	Vice President
Kevin F. Konzet	Assistant Vice President
Andrea Kopanaiko	Limited Signing Officer
Cindy Kovacevic	Limited Signing Officer
Charles Kraft	Vice President
LeeAnne Kramer	Limited Signing Officer
Barbara Krawczun	Vice President
John A. Kuczeski	Senior Vice President
Margie Kwiantanowski	Limited Signing Officer
Scott Lacey	Assistant Vice President
Diane LaFrance	Limited Signing Officer
Mark Lahiff	Vice President
Frances L. Landuc	Limited Signing Officer
Brian Lee	Vice President
Samuel Levine	Senior Vice President
Terri Lewis	Vice President
Arthur N. Lifshutz	Assistant Vice President
Kristin Lim	Limited Signing Officer
Daniel Lionetta	Assistant Vice President
Trent Littleton	Limited Signing Officer
Marie Lockwood	Limited Signing Officer
Rosemary Longo	Limited Signing Officer
Stephanie Lowe	Limited Signing Officer
John Lucas	Assistant Vice President
Laura Lucas	Vice President
Todd Luckey	Limited Signing Officer
Michele Luszc	Limited Signing Officer
Robert Lux	Vice President
Joanne Lynch	Limited Signing Officer
Bruce C. Lyons	Assistant Vice President
Kelly Lyons	Limited Signing Officer
Debra MacGregor	Assistant Vice President
Francis Madden	Limited Signing Officer
James Magee	Vice President
Lisa Magnuson	Limited Signing Officer
William J. Maguire	Senior Vice President
Michael J. Mahfouz	Senior Vice President

Samantha Malen	Limited Signing Officer
Dennie R. Marshall	Assistant Vice President
Ronald P. Martin	Assistant Vice President
William J. Marx	Assistant Treasurer
Chris Mayall	Limited Signing Officer
Patrick McClain	Limited Signing Officer
Patrick McClain	Vice President
Beverly A. McComas	Limited Officer for Real Estate Documents
Patrick McCool	Limited Signing Officer
Sonya McCumber	Limited Signing Officer
Valarie McDowell	Limited Signing Officer
Karen McKenna	Limited Signing Officer
Brian McKinney	Vice President
Hattie McLaughlin	Limited Signing Officer
Leonard McMorrow	Limited Signing Officer
Noel McNally	Vice President
James A. McQuaide	Vice President
Michael Mead	Limited Signing Officer
Scott W. Medrow	Vice President
Susan R. Meier	Vice President
Miriam Mendicta	Limited Officer for Real Estate Documents
Beth Mewaldt	Limited Signing Officer
Darsi Meyer	Limited Signing Officer
Pamela Michael	Limited Signing Officer
Joanne Moore	Limited Signing Officer
Sandra Moreno	Limited Signing Officer
Christopher J. Moroney	Senior Vice President
Mary Morris	Vice President
Ray Morris	Vice President
Jeffrey M. Morse	Assistant Vice President
Joseph Moskovic	Assistant Vice President
John Franklin Murphy	Assistant Vice President
Ed Muscovitch	Vice President
Heldi Navarro	Limited Signing Officer
Thomas W. Neary	Executive Vice President
Gary Neuman	Limited Signing Officer
Sandra L. Oakes	Assistant Secretary
Theresa Ochmanowicz	Limited Signing Officer
Coleen O'Donnell	Limited Signing Officer
Clothilde Ortega	Limited Signing Officer
Nancy Overcash	Assistant Vice President
Stephanie Owens	Limited Signing Officer
Lavonda Patterson	Limited Signing Officer
Bonnie Pelletier	Limited Signing Officer
Joseph A. Pensabene	Executive Vice President
Kenneth R. Perkins	Senior Vice President
Scott Permar	Limited Signing Officer
Jennifer Peters	Limited Signing Officer
William Petersohn	Limited Signing Officer
Charity Peterson	Limited Signing Officer

John M. Peterson	Assistant Treasurer
John M. Peterson	Treasurer
Joyce Petty	Limited Signing Officer
Lawrence Phelan	Limited Officer for Real Estate Documents
Michael A. Piazza	Senior Vice President
James Picard	Assistant Vice President
Patrick Pilarski	Limited Signing Officer
Nora Pio	Vice President
Matthew P. Piwowarski	Assistant Vice President
Erika Puentes	Limited Signing Officer
Beverly Quaresima	Limited Signing Officer
Cathy L. Quenneville	Secretary
Regis Quirin	Vice President
Dennis Raico	Assistant Vice President
Myron Ravelo	Limited Signing Officer
Laura E. Reichel	Vice President
Stephen Reilly	Assistant Vice President
Anthony N. Renzi	Executive Vice President
Sandy Reyelts	Limited Signing Officer
Steven A. Rice	Limited Officer for Real Estate Documents
Erin Riebe	Vice President
Elizabeth C. Riess	Assistant Vice President
Denise Rinear	Vice President
Michael A. Rizzo	Senior Vice President
William L. Rizzo	Assistant Vice President
Curt Roberts	Assistant Vice President
Cynthia Roberts	Assistant Vice President
Michael Rogala	Limited Signing Officer
Judith Romano	Limited Officer for Real Estate Documents
Jeanne Rourke	Limited Signing Officer
Julie A. Rousselow	Vice President
Michael P. Rowan	Vice President
John G. Ruckdaschel	Assistant Secretary
Frank G. Ruhl	Vice President
Shell Rutledge	Limited Officer for Real Estate Documents
Colleen Sacco	Limited Signing Officer
Cheryl Samons	Limited Officer for Real Estate Documents
Cindy Sandoval	Limited Signing Officer
Humberto Santana	Assistant Vice President
Jason Sasena	Assistant Vice President
Kenneth A. Saso	Vice President
Kenneth Nino Saso	Assistant Vice President
Douglas Schaeffer	Vice President
Daniel Schmieg	Limited Officer for Real Estate Documents
Peter M. Schneiderman	Limited Officer for Real Estate Documents
Colleen Schofield	Senior Vice President
Ann Schrader	Limited Signing Officer
Mary Schroeder	Limited Signing Officer
Angela Scotton	Limited Signing Officer
Stephanie Scott	Limited Signing Officer


Sheetal ShahJani	Limited Officer for Real Estate Documents
Dina S. Shapiro	Chief Tax Officer
Mary Ellen Shaw	Limited Signing Officer
Michael Sheffield	Limited Officer for Real Estate Documents
Melissa Sherman	Limited Signing Officer
Neil R. Sherman	Limited Officer for Real Estate Documents
Richard Siegel	Limited Officer for Real Estate Documents
Laura Siess	Limited Signing Officer
Jenae Simon	Limited Signing Officer
Manjeet Singh	Vice President
Margaret Slattery	Limited Signing Officer
Sandy Smiley	Limited Signing Officer
Jeanne Smith	Limited Signing Officer
Lisa Smith	Limited Signing Officer
Richard J. Smith	Senior Vice President
Rosalie Solano	Limited Signing Officer
Robert N. Sparrow	Vice President
Joseph Spicer	Limited Signing Officer
Michael Spinelli	Limited Signing Officer
Michael Squillante	Senior Vice President
David Stadler	Senior Vice President
Deborah Stengel	Limited Signing Officer
Jeffrey Stephan	Limited Signing Officer
David J. Stern	Limited Officer for Real Estate Documents
Richard Stires	Limited Signing Officer
Charles Stone	Vice President
Peter R. Sulick	Assistant Vice President
Rachel Switzer	Limited Signing Officer
Michael E. Tavarozzi	Vice President
Mary Taylor	Limited Signing Officer
Patricia C. Taylor	Vice President
Cindy Thomas	Senior Vice President
Steve Thompson	Senior Vice President
Theresa Thornburg	Limited Signing Officer
William J. Tierney	Assistant Secretary
Carolyn B. Traczykiewicz	Assistant Secretary
Donna M. Trask	Vice President
Paula L. Trevis	Assistant Secretary
Joseph Trimble	Limited Signing Officer
Ronald Troup	Limited Signing Officer
Barbara Tschanz	Limited Signing Officer
Kenneth Ugwuadu	Limited Signing Officer
Steve Uline	Limited Signing Officer
Donna Valerius	Limited Signing Officer
Dawn Valerius-Lutz	Limited Signing Officer
Jason Vecchio	Limited Signing Officer
Janet Vollmer	Limited Signing Officer
Robert W. Waddey	Assistant Vice President
Ronald C. Wagner	Vice President
Linda E. Walker	Vice President

Linda Walton	Limited Signing Officer
Kay Wasicki	Vice President
Wendy J. Wasserman	Limited Officer for Real Estate Documents
Rebecca Westerberg	Limited Signing Officer
Greg Westfall	Assistant Secretary
Mitzi West	Limited Officer for Real Estate Documents
Melissa White	Assistant Treasurer
Melissa White	Vice President
James Whitlinger	Senior Vice President
Catherine Williams	Senior Vice President
Paul Williams	Limited Signing Officer
Kristine Wilson	Limited Signing Officer
David Winans	Limited Real Estate Brokerage Officer
Mary Winbauer	Limited Signing Officer
Barbara P. Winterberger	Vice President
Rebecca Wirtz	Limited Signing Officer
Tim Witten	Limited Signing Officer
Danielle Woods	Limited Signing Officer
Dana Worral	Limited Signing Officer
Betsy Wright	Limited Signing Officer
Janine Yenoah	Limited Signing Officer
Liz Yeranosian	Limited Signing Officer
James N. Young	Chief Financial Officer
James N. Young	Board of Directors
Susan Youse	Limited Signing Officer
Scott Zeitz	Limited Signing Officer
Kenneth F. Zener	Vice President
J. Chris Ziebold	Limited Signing Officer
Steve Zindler	Limited Signing Officer

IN WITNESS WHEREOF, I have hereunto set my hand and affixed hereto the Company Seal this

day of _____, 20____.

(Seal)


Carolyn B. Traczykiwicz, Assistant Secretary

GMAC MORTGAGE, LLC,
Plaintiff,
vs.
ANN M NEU, et al,
Defendants.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.: 50-2008-CA-040805

STATE OF FLA
COUNTY OF Montgomery

AFFIDAVIT OF LOST ORIGINAL DOCUMENT

BEFORE ME, the undersigned authority, personally appeared Jeffrey Stephan
who being duly sworn, deposes and says: Limited Signing Officer

1. Affiant is BSO of the Plaintiff in the above styled action. Affiant has custody and personal knowledge of the account pertaining to the original mortgage loan instruments. Affiant has actual and personal knowledge of the facts stated herein and is authorized to make this Affidavit
2. The original Note, which was executed and delivered by Ann M. Neu on February 19, 2002 has been lost or destroyed. It is not presently in the custody or control of the Plaintiff or any of Plaintiff's agents. Affiant is unaware of the time or circumstances surrounding the loss or destruction of said Note. The copy of said Note attached to the Complaint is a true, correct and substantial copy of the lost or destroyed Note. The persons named in the Complaint are the only persons known to Plaintiff, or any of its agents, who are interested for or against reestablishment of the subject Note.
3. Plaintiff was in possession of the subject Note and was entitled to enforce it when loss of possession occurred. The loss of possession was not the result of a transfer by Plaintiff or a lawful seizure. Plaintiff cannot reasonably obtain possession of the subject Note because its whereabouts cannot be determined. Pursuant to Florida Statute 673.3091, Plaintiff hereby holds the Defendant obligor (s) of the Note harmless and agrees to indemnify them from any loss they may incur by reason of a claim by any other person/entity to enforce the lost Note.

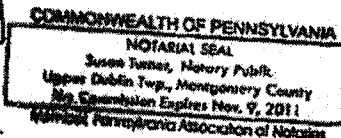
FURTHER AFFIANT SAYETH NAUGHT

Affiant

Jeffrey Stephan
Limited Signing Officer

Sworn to and subscribed before me, this 21 day of May, 2009

Notary Public, State of _____
Commissioned Name of Notary Public _____
Personally known _____ or produced identification _____
Type of Identification Produced _____



08-65638



11/3/09
9:50 AM
PC931

GMAC MORTGAGE, LLC,
Plaintiff,
vs.
ANN M NEU A/K/A ANN MICHELLE PEREZ,
et al,
Defendants.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.:

20 2008 CA 040805 XXXX MB

SUMMONS
PERSONAL SERVICE ON AN INDIVIDUAL
IMPORTANT

TO DEFENDANT: ANN M NEU A/K/A ANN MICHELLE PEREZ
9640 SW 1ST PLACE, BOCA RATON, FL 33428

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phonebook).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Plaintiff/Plaintiff's Attorney" named below.

MARSHALL C. WATSON, P.A., ATTORNEY FOR PLAINTIFF
1800 NW 49TH STREET, SUITE 120, Fort Lauderdale, FL 33309
Telephone: (954) 433-0365
Facsimile: (954) 771-6052

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN A REASONABLE TIME PRIOR TO ANY PROCEEDING, CONTACT THE ADMINISTRATIVE OFFICE OF THE COURT, 205 NORTH DIXIE HIGHWAY, ROOM 300, WEST PALM BEACH, FL 33401 TELEPHONE (561) 355-2431, 1-800-955-8771 (TDD) OR 1-800-955-8770 (V), VIA FLORIDA RELAY SERVICE.

EACH SHERIFF OF THE STATE:

YOU ARE HEREBY COMMANDED to serve the Summons and a copy of the Complaint in this lawsuit on the above-named Defendant(s).

Dated this _____ day of _____, 2008.

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

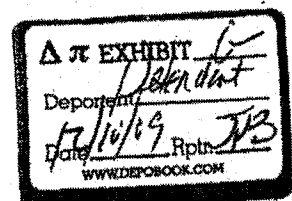
Sharon R. Bock
Clerk of The Circuit Court
TICKLE BROWN

By: _____

Deputy Clerk

(See reverse side)(Vasee al revers)(Voir de l'autre cote)

08-65638



IMPORTANTE

Usted ha sido demandado legalmente, y tiene veinte (20) días, contados a partir del recibo de esta notificación para contestar la demanda adjunta por escrito y presentada ante este tribunal. Una llamada telefonica no lo protegera si usted desea que el tribunal considere su defensa, debe presentar por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo podiese perder el caso y podria ser despojado de sus ingresos y propiedades o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta al mismo tiempo en que presenta su respuesta ante el tribunal, debiera usted enviar por correo o entregar una copia de su respuesta a la persona demandada abajo como "Plaintiff/Plaintiff's Attorney". (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez (20) jours consecutifs a partir de la date del assignation de cet citation pour déposer une réponse écrite a la plainte ci-jointe auprès de ce Tribunal. Un simple appel de telephone est insuffisant pour vous protéger vous êtes obligé de déposer votre réponse écrite, avec mention de numero de dossier ci-dessus et du nom des parties nommées. Si vous ne contestez pas la demande a temps, vous risquez de perdre la cause ainsi que votre salaire, votre logement, et vos biens peuvent être saisis par la suite, sans aucun recours ultérieur de Tribunal. Il existe d'autres exigences juridiques et vous pouvez demander les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pouvez téléphoner a un service de reference d'avocat, vous pouvez téléphoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurante a l'annuaire de telephones).

Si vous choisissez de répondre personnellement une réponse écrite, il vous faudra également en même temps que cette lettre, déposer votre ou expedier une copie au carbone ou une photocopie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat nommé ci-dessous).

EXPLANATION

The summons for personal service on individuals is to be used for service on individuals under the following provisions: 48.041 (service of process generally), 48.041 (service on minors), 48.043 (service on incompetent), 48.051 (service on state prisoners), 48.103 (service of process in action for possession of residential premises), and 48.194 (personal service outside the state).

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.:

GMAC MORTGAGE, LLC,

Plaintiff,

vs.

ANN M NEU A/K/A ANN MICHELLE
PEREZ; DOUGLAS WILLIAM NEU;
UNKNOWN TENANT (S) IN
POSSESSION OF THE SUBJECT
PROPERTY,

Defendants.

98 2008 CA 040805 XXXX MB

AW

COPY
RECEIVED FOR FILING

DEC 19 2008

SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

NOTICE OF LIS PENDENS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:
YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff against you seeking
to foreclose a mortgage on the following property in Palm Beach County, Florida:

LOT 18, BLOCK 17, OF SANDALFOOT COVE SECTION FOUR, ACCORDING
TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 241, OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

including the buildings, appurtenances, and fixtures located thereon.

DATED

December 17, 2008

Law Offices of Marshall C. Watson, P.A.
1800 N.W. 49TH Street, Suite 120
Fort Lauderdale, FL 33309
Telephone: (954) 453-0365
(800) 441-2438
Facsimile: (954) 771-6052

By: 

Amy Post, Esq.

Bar Number: 0195456

Alan Schwartzfeld

Bar #57124

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.:

GMAC MORTGAGE, LLC,

Plaintiff,

vs.

ANN M NEU A/K/A ANN MICHELLE
PEREZ; DOUGLAS WILLIAM NEU;
UNKNOWN TENANT (S) IN
POSSESSION OF THE SUBJECT
PROPERTY,

Defendants.

2008 CA 040805 XXXX NB

COPY
RECEIVED FOR FILING

DEC 19 2008

SHARON R. BUCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT

The Plaintiff, GMAC MORTGAGE, LLC, sues the Defendants named in the caption hereof and
alleges:

COUNT I

1. This is an action to reestablish a promissory note under Section 673.3091 Florida Statutes.
2. On February 19, 2002 at PALM BEACH County, Florida, ANN M NEU A/K/A ANN MICHELLE PEREZ executed and delivered to MORTGAGE INVESTORS CORPORATION, a promissory note in the principal amount of \$ 87,720.00.
3. Plaintiff is the owner of said note.
4. The original promissory note was lost or destroyed subsequent to Plaintiff's acquisition thereof, the exact time and manner of said loss or destruction being unknown to Plaintiff.
5. Plaintiff was in possession of the promissory note and was entitled to enforce it when loss of possession occurred.
6. The loss of possession was not the result of a transfer by Plaintiff or a lawful seizure.
7. Plaintiff cannot reasonably obtain possession of the promissory note because its whereabouts cannot be determined. Said note is not in the custody or control of Plaintiff.
8. The Defendants named in this Complaint are the only persons known to Plaintiff who are interested for or against reestablishment of the subject note.

9. Plaintiff agrees to the entry of a Final Judgment of Mortgage Foreclosure requiring it indemnify and hold harmless the Defendants obligor(s) of the promissory note by reason of a claim by another person/entity attempting to enforce the lost note herein.

WHEREFORE, Plaintiff demands this court re-establish the Lost Promissory Note.

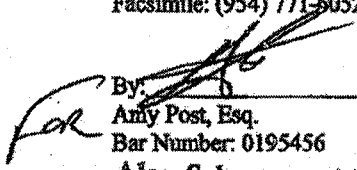
COUNT II

10. This is an action to foreclose a mortgage on real property in **PALM BEACH** County, Florida.
11. On **February 19, 2002**, **ANN M NEU A/K/A ANN MICHELLE PEREZ** executed and delivered a promissory note and **ANN M NEU A/K/A ANN MICHELLE PEREZ AND DOUGLAS WILLIAM NEU** executed and delivered a Mortgage securing payment of the same to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INCORPORATED AS NOMINEE FOR MORTGAGE INVESTORS CORPORATION**, which mortgage was recorded in the Official Records Book 13473, Page 0106, of the Public Records of **PALM BEACH** County, Florida and which mortgaged the property described therein, then owned by and in possession of said mortgagor. A copy of the mortgage is attached hereto and made a part hereof.
12. Plaintiff is the owner of said note.
13. Defendant(s), **ANN M NEU A/K/A ANN MICHELLE PEREZ**, own(s) the property.
14. There has been a default under the note and mortgage held by Plaintiff in that the payment due **July 01, 2008** and all subsequent payments have not been made. Plaintiff declares the full amount due under the note and mortgage to be now due.
15. All conditions precedent to the filing of this action has been performed or has occurred.
16. There is now due, owing and unpaid to the Plaintiff as of the date of the filing of this complaint the following amounts on principal of said note and mortgage: unpaid principal balance: **\$ 79,834.54**, plus interest, escrow, title search expenses for ascertaining necessary parties to this suit, title search, title exam, filing fee, and attorneys fees and costs.
17. Plaintiff has obligated itself to pay the undersigned attorneys a reasonable fee for their services herein, Pursuant to the loan documents Plaintiff is entitled to an award of attorneys fees.
18. Defendants, as **UNKNOWN TENANT(S)**, in possession of the subject property, may claim some interest in or lien upon the subject property arising from being in actual possession of same, but interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.
19. The Defendant, **DOUGLAS WILLIAM NEU** may claim some interest in or lien upon the subject property by virtue of **EXECUTING THE MORTGAGE**, which is recorded at Official Records Book 13473, Page 106 of the Public Records of **PALM BEACH** County. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

WHEREFORE, Plaintiff prays as follows:

- (a.) That this Court will take jurisdiction of this cause, the subject matter and the parties hereto.
- (b.) That this Court ascertain and determine the sums of money due and payable to the Plaintiff from the Defendant(s), including without limitation principal, interest, advances, attorney fees, and costs pursuant to the loan documents.
- (c.) That the sum of money found to be due as aforesaid be decreed by this Court to be a lien upon the lands described in Plaintiff's mortgage.
- (d.) That such lien be foreclosed in accordance with the rules and established practice of this Court, and upon failure of the Defendants to pay the amount of money found to be due by them to the Plaintiff, the said land be sold to satisfy said lien.
- (e.) That this Court decree that the lien of the Plaintiff is superior to any and all right, title or interest of the Defendants herein or any person or parties claiming by, through or under them since the institution of this suit.
- (f.) That all right, title or interest of the Defendants or any person claiming by, through or under them be forever barred and foreclosed.
- (g.) That this Court grants general relief in this cause as in its discretion might be just and proper including, but not limited to, a deficiency judgment, except where a discharge is applicable, if the proceeds of the sale are insufficient to pay Plaintiff's claim.

Law Offices of Marshall C. Watson, P.A.
1800 N.W. 49TH Street, Suite 120
Fort Lauderdale, FL 33309
Telephone: (954) 453-0365
(800) 441-2438
Facsimile: (954) 771-6052

By: 
Amy Post, Esq.
Bar Number: 0195456
Alan Schwartzseid
Bar #57124

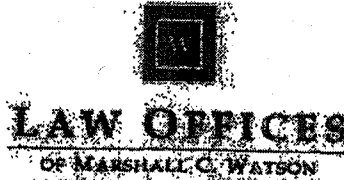
Managing Attorneys
Marshall C. Watson
Caryn A. Graham

Associate Attorneys
Antonio Aleman
Patricia A. Arango
Courtney J. Bauman
Oweil Belich
Aubree Bolton
Carolyn Budnik
Jessica Cabrera
Mizell Campbell
Tara Castillo
Linda Chelvam
Connie Delisser
Nathalie F. Demesmin
Ingrid Fadil
Kim Rae Greenberg
April Harriott
Maurice Hinton
Mark C. Holmberg
Tenia Hunter
Vida E. Jassitis

Of Counsel
John A. Watson

Telephone (954) 453-0365
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Jeffrey Jones
Melody A. Martinez
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Priscilla Moxam
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Wm. David Newman, Jr.
Rebecca Nilsen
Carri L. Ferryra
Amy Post
Roger Rathbun
Robin Reyes
Andrew Seolara
Nalini Singh
Alan Schwartzfeld
Karen Thompson
Noel J. VanDenHouten
Scott R Weiss



1800 NORTH WEST 49TH STREET, SUITE #120
FORT LAUDERDALE, FLORIDA 33309

December 17, 2008

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. SECTION 1692, AS AMENDED**

RE: Property Address: 9640 SW 1ST PLACE BOCA RATON, FL 33428
0600312191
Owner: ANN M NEU A/K/A ANN MICHELLE PEREZ
Mortgagor: ANN M NEU A/K/A ANN MICHELLE PEREZ AND DOUGLAS
WILLIAM NEU
Our File #: 08-65638

1. The Plaintiff, GMAC MORTGAGE, LLC, is the creditor to whom the debt is owed by those individuals who are obligated under the promissory note and mortgage.
2. The debtor may dispute the validity of this debt, or any portion thereof, within 30 days of receipt of this Notice. If the debtor fails to dispute the debt within 30 days, the debt will be assumed valid by the creditor.
3. If the debtor notifies the creditor's law firm in writing within 30 days from receipt of this notice that the debt, or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt, or a copy of a judgment and a copy of the verification will be mailed to the debtor by the creditor's law firm. Collection efforts, resulting in additional attorney fees and costs however, will continue during this 30 day period until this office receives the written request for verification.
4. If the creditor named herein is not the original creditor, and if the debtor makes a written request to the creditor's law firm within 30 days of receipt of this Notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm. Collection efforts, resulting in additional attorney fees and costs however, will continue during this 30 day period until this office receives the written request for the name and address of the original creditor.

5. As of December 17, 2008, you owe a total amount of \$83,462.14 in certified funds. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your certified funds, in which event we will inform you before depositing the check for collection. For further information, please call 1-800-441-2438.
6. Written requests pursuant to this notice should be addressed to FAIR DEBT COLLECTION CLERK, Marshall C. Watson, P.A.
7. This communication is for the purpose of collecting a debt, and any information obtained from the debtor will be used for that purpose.
8. The Law does not require me (the debt collector) to wait until the end of the thirty-day period before suing you (the consumer) to collect this debt. Once a lawsuit is commenced, all judicial remedies will be zealously pursued and attorney fees and costs, which you may be responsible for, in whole or in part, will be incurred. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period which begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you. Once the requested information is mailed to you litigation efforts will resume.
9. Even though you are required to file a response to the lawsuit prior to the thirty (30) days, your validation rights, as set forth in this notice, shall not expire for thirty (30) days.

Return To:
Mortgage Investors
Corporation
6090 CENTRAL AVENUE, ST.
PETERSBURG, FL 33707

Richard to: Transcontinental 119
Title Company
2347 Palm Beach Lakes Blvd.
Suite 303 101
West Palm Beach, FL 33409



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BR BK 13473 PS 8106
Palm Beach County, Florida
AMT 57,728.88
Deed Doc 387.38
Intang 175.44

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(Space Above This Line For Recording Date)

MORTGAGE

MIN 100073327703501512

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE DEPARTMENT
OF VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 19, 2002 together with all Riders to this document.

(B) "Borrower" is Ann M. Neu, Married Woman, and Douglas William Neu, her husband

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48301-2026, tel. (888) 679-MERS.

(D) "Lender" is MORTGAGE INVESTORS CORPORATION

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FLORIDA-Single Family-Florida Minor-Florida Minor UNIFORM INSTRUMENT WITH MERS

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MAP MORTGAGE FORMS - 1000421-7291

BOOK 13473 PAGE 8187

Lender is a Corporation
organized and existing under the laws of Ohio
Lender's address is 6990 CENTRAL AVENUE, ST. PETERSBURG, FL 33707

(E) "Note" means the promissory note signed by Borrower and dated February 19, 2002
The Note states that Borrower owes Lender eighty-seven thousand seven hundred twenty
and 00/100 Dollars
(U.S. \$87,720.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than March 1, 2032
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) (specify)

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.
(L) "Hazard Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(F) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(G) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County: [Type of Recording Jurisdiction]
of Palm Beach [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED AND MADE PART HEREOF.

Parcel ID Number: 00-42-47-30-08-017-0180
9640 Southwest 1st Place
Boca Raton
("Property Address"):

which currently has the address of
[Street]
[City], Florida 33480 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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